

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA

SHAMEKA LAVONDA SANDERS, *pro se*

Plaintiff.

CASE NO. *4:13cv105*

-vs.-

TRIAL BY JURY IS DEMANDED

**SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH DEBNAM
NARRON WYCH AKA SMITH DEBNAM**

PO Box 26268

Raleigh, NC 27611-6268

SERVE: Brian P. Gilman, CLM, Director of Administration

4601 Six Forks Rd Ste 400

Raleigh, NC 27609,

and

**PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION AKA
PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY**

Lisa Im, Chief Executive Officer

333 North Canyons Parkway Suite 100

Livermore, CA 94551

SERVE: CT CORPORATION SYSTEM, VA SCC ID: F1676719

4701 COX RD STE 301

GLEN ALLEN VA 23060,

and

EXPERIAN INFORMATION SOLUTIONS INC.

701 Experian Parkway

Allen, Texas 75013

SERVE: David N. Anthony, Troutman Sanders LLP, Registered Agent, VA SCC ID: F1273541

1001 Haxall Point, Richmond VA 23219,

Defendants.

COMPLAINT

Plaintiff, **Shameka Lavonda Sanders**, *pro se* hereby sues Defendants: SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH DEBNAM NARRON WYCH AKA SMITH DEBNAM, PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION AKA PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY, and EXPERIAN INFORMATION SOLUTIONS INC.; and allege:

PRELIMINARY STATEMENT

1. This is an action brought for damages for violations of the for damages for violations of the (FCRA) Fair Credit Reporting Act *et seq.* 15 U.S.C. §1681, and (FDCPA) Fair Debt Collection Practices Act *et seq.*, 15 U.S.C. § 1692.

JURISDICTION

2. The jurisdiction of this Court is conferred by 15 U.S.C. §1681p.

FACTUAL ALLEGATIONS

3. I, **SHAMEKA LAVONDA SANDERS**, *pro se*, Plaintiff requested my annual consumer credit report; the report is dated: 04/27/2013. I discovered that on March 12, 2012 and January 27, 2012, respectively, defendants: SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH DEBNAM NARRON WYCH AKA SMITH DEBNAM and PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION AKA PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY willfully, knowingly, and negligently violated 15 U.S.C. §1681b(f) by initiating hard pulls of my credit report from defendant, EXPERIAN INFORMATION SOLUTIONS INC. **without** permissible purpose as defined by 15 U.S.C. §1681b. These actions **reduced** my credit score. There is neither past nor present verifiable contract containing my wet-ink autograph, existing which involves me and the Defendants: SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH DEBNAM NARRON WYCH AKA SMITH DEBNAM, PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION AKA PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY, and EXPERIAN INFORMATION SOLUTIONS INC., in a CREDIT TRANSACTION or me applying for a loan or authorizing some other party to have access with my expressed permission, for any such purpose whatsoever therefore the defendants: SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH DEBNAM NARRON WYCH AKA SMITH DEBNAM, and PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION AKA PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY violated 15 U.S.C. §1681b(a)(3)(A) (Coding a collection inquiry as a “hard inquiry” or “hard pull” of which is conducted when someone applies for a line of credit or a loan), 15 U.S.C. §1681h(e) (Defamation and Invasion of Privacy), 15 U.S.C. §1681n (willful misrepresentation or concealment of true nature of inquiry), and 15 U.S.C. §1681q (obtaining consumer credit reports under false pretenses). See **EXHIBIT A; B**.

4. I, **SHAMEKA LAVONDA SANDERS**, *pro se* requested my annual consumer credit report this year 2013; the report is dated: 04/27/2013. I discovered that on March 12, 2012 and January 27, 2012, respectively, defendant: EXPERIAN INFORMATION SOLUTIONS INC. willfully, knowingly, and negligently violated 15 U.S.C. §1681b by furnishing my consumer report unto defendants: SMITH

1 DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH DEBNAM NARRON
2 WYCH AKA SMITH DEBNAM and PERFORMANCE RECOVERY AKA PERFORMANT
3 FINANCIAL CORPORATION AKA PERFORMANT FINANCIAL CORP AKA PERFORMANT
4 RECOVERY without a permissible purpose as defined by 15 U.S.C. §1681b. After sending in my dispute
5 of the inquiries to my credit report dated: 04/27/2013, that I noticed to be fraudulent pulls, EXPERIAN
6 INFORMATION SOLUTIONS INC. deleted the defendants: SMITH DEBNAM NARRON DRAKE
7 SAINTSING & MYERS, LLP AKA SMITH DEBNAM NARRON WYCH AKA SMITH DEBNAM and
8 PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION AKA
9 PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY, providing me valid proof in
10 the form of an updated credit report dated: 06/11/2013. See **EXHIBIT A; B.**

11 5. I received correspondence in the form of a letter dated: 07/10/2013, delivered via USPS mail from
12 defendant: PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION AKA
13 PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY wherein the defendant
14 expressed 15 U.S.C §1681b(a)(3)(A) of FCRA as justification for their actions thereby **admitting** their
15 "HARD PULL" violation, of the afore mentioned codes, to my credit report. They did not come in as
16 collections under 15 U.S.C §1681b(a)(3)(F)(ii) as their alleged permissible purpose, which would only
17 lead to a "SOFT PULL", no injury to me, and no damage to my credit property in the form of reduction of
18 my credit score. **EXHIBIT C.**

19 6. I received a very misleading correspondence in the form of a letters dated: 06/19/2013 and
20 07/17/2013, respectively, delivered via USPS mail from defendant: SMITH DEBNAM NARRON
21 DRAKE SAINTSING & MYERS, LLP AKA SMITH DEBNAM NARRON WYCH AKA SMITH
22 DEBNAM, an entity I have neither previously known of nor have I previously entered into a contractual
23 agreement with. Within these letters the defendant violates FDCPA Fair Debt Collection Practices Act of
24 15 U.S.C §1692. Firstly, the defendant violates FDCPA 15 U.S.C. §1692e(10) (the use of any false
25 representation or deceptive means to collect or attempt to collect any debt or to obtain information
26 concerning a consumer) for these letters falsely stated that I made 'contact', a very vague deceitful
27 terminology, toward the defendant's office, claiming that a debt was a "matter of fraud and/or identity
28 theft". There are no certified records of this so called "contact" that the defendant claims that I made.
Again the defendant continues to attempt to mislead me. The same letters go on to also attempt to obtain
information from me via this same misleading "matter of fraud and/or identity theft" claims, a violation of
FDCPA 15 U.S.C. §1692e(10). Lastly, the defendant violates FDCPA 15 U.S.C §1692f(1) (attempting
the collection of any amount (including any interest, fee, charge, or expense incidental to the principle
obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by
law) for these exact letters clearly states, "This communication is from a debt collector. The purpose of

1 this communication is to collect a debt and any information will be used for that purpose". See

2 **EXHIBIT D; E.**

3 7. On 07/05/2013, I sent ,certified with return receipt and Notary's Certificate of Service for each,
4 Notice of Pending Lawsuits to each of the Defendants once I was sure of and could factually prove with
5 evidence of each of their "hard" pull violations. See **EXHIBIT F.**

6 8. I, **SHAMEKA LAVONDA SANDERS**, *pro se*, the Plaintiff contends that the illegal actions of
7 Defendants: SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH
8 DEBNAM NARRON WYCH AKA SMITH DEBNAM, PERFORMANCE RECOVERY AKA
9 PERFORMANT FINANCIAL CORPORATION AKA PERFORMANT FINANCIAL CORP AKA
10 PERFORMANT RECOVERY, and EXPERIAN INFORMATION SOLUTIONS INC., have harmed me
11 by **reducing** my credit score thus greatly increasing the possibilities of credit denials, credit delays,
12 inability to apply for credit, loss of use of funds, expenditures for fees and costs, ultimately leading to my
13 mental anguish, emotional distress, humiliation, and a loss of reputation.

14 **COUNT I**

15 **VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681**

16 **WILLFUL NON-COMPLIANCE BY DEFENDANT SMITH DEBNAM NARRON DRAKE
17 SAINTSING & MYERS, LLP AKA SMITH DEBNAM NARRON WYCH AKA SMITH DEBNAM**

18 9. Paragraphs 1 through 8 are re-alleged as though fully set forth herein.

19 10. I am a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).

20 11. SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH
21 DEBNAM NARRON WYCH AKA SMITH DEBNAM is a furnisher of information within the meaning
22 of the FCRA, 15 U.S.C. §1681s-2.

23 12. SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA
24 SMITH DEBNAM NARRON WYCH AKA SMITH DEBNAM willfully violated the FCRA.
25 Defendant's violations include, but are not limited to, the following:

26 (a) SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH
27 DEBNAM NARRON WYCH AKA SMITH DEBNAM willfully violated 15 U.S.C. §1681b(f) by
28 obtaining my consumer credit report without a permissible purpose as defined by 15 U.S.C. §1681b on
March 12, 2012.

1 (b) SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH
2 DEBNAM NARRON WYCH AKA SMITH DEBNAM willfully violated 15 U.S.C. §1681b(a)(3)(A) by
3 coding a collection inquiry, also known as a “soft” credit inquiry, as a “hard” credit inquiry.

4 (c) SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH
5 DEBNAM NARRON WYCH AKA SMITH DEBNAM willfully violated 15 U.S.C. §1681h(e) by
6 defamation and invasion of privacy causing injury to me and damage to my credit property leading to a
7 reduction of my credit score.

8 (d) SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH DEBNAM
9 NARRON WYCH AKA SMITH DEBNAM willfully violated 15 U.S.C. §1681(n) by willful
10 misrepresentation or concealment of true nature of inquiry in order to pull my credit report.

11 (e) SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH DEBNAM
12 NARRON WYCH AKA SMITH DEBNAM willfully violated 15 U.S.C. §1681(q) by obtaining
13 information on me from consumer credit reports under false pretenses.

14 WHEREFORE, I demand judgment for damages in the amount of \$25,000 against
15 SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH DEBNAM
16 NARRON WYCH AKA SMITH DEBNAM for actual damages, statutory damages, and punitive
17 damages, attorney’s fees and costs, pursuant to 15 U.S.C. §1681n.

18 COUNT II

19 **VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681**
20 **KNOWING NON-COMPLIANCE BY DEFENDANT SMITH DEBNAM NARRON DRAKE**
21 **SAINTSING & MYERS, LLP AKA SMITH DEBNAM NARRON WYCH AKA SMITH DEBNAM**

22 13. Paragraphs 1 through 8 are re-alleged as though fully set forth herein.

23
24 14. I am a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).

25
26 15. **SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH**
27 **DEBNAM NARRON WYCH AKA SMITH DEBNAM** is a furnisher of information within the
28 meaning of the FCRA, 15 U.S.C. §1681s-2.

1
2 **16. SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH**
3 **DEBNAM NARRON WYCH AKA SMITH DEBNAM** knowingly violated the FCRA. Defendant's
4 violations include, but are not limited to, the following:
5

6 (a) **SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH**
7 **DEBNAM NARRON WYCH AKA SMITH DEBNAM** knowingly violated 15 U.S.C. §1681b(f) by
8 obtaining my consumer report without a permissible purpose as defined by 15 U.S.C. §1681b on March
9 12, 2012.
10

11 (b) **SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH**
12 **DEBNAM NARRON WYCH AKA SMITH DEBNAM** knowingly violated 15 U.S.C. §1681b(a)(3)(A)
13 by coding a collection inquiry, also known as a "soft" credit inquiry, as a "hard" credit inquiry.

14 (c) **SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH**
15 **DEBNAM NARRON WYCH AKA SMITH DEBNAM** knowingly violated 15 U.S.C. §1681h(e) by
16 defamation and invasion of privacy causing injury to me and damage to my credit property leading to a
17 reduction of my credit score.

18 (d) **SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH DEBNAM**
19 **NARRON WYCH AKA SMITH DEBNAM** knowingly violated 15 U.S.C. §1681(n) by willful
20 misrepresentation or concealment of true nature of inquiry in order to pull my credit report.

21 (e) **SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH DEBNAM**
22 **NARRON WYCH AKA SMITH DEBNAM** knowingly violated 15 U.S.C. §1681(q) by obtaining
23 information on me from consumer credit reports under false pretenses.
24

25 **WHEREFORE**, I demand judgment for damages in the amount of \$25,000 against
26 **SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH DEBNAM**
27 **NARRON WYCH AKA SMITH DEBNAM** for actual damages, statutory damages, and punitive
28 damages, attorney's fees and costs, pursuant to 15 U.S.C. § 1681n.

COUNT III

VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681

**NEGLIGENT NON-COMPLIANCE BY DEFENDANT SMITH DEBNAM NARRON DRAKE
SAINTSING & MYERS, LLP AKA SMITH DEBNAM NARRON WYCH AKA SMITH DEBNAM**

17. Paragraphs 1 through 8 are re-alleged as though fully set forth herein.

18. I am a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).

19. SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA
SMITH DEBNAM NARRON WYCH AKA SMITH DEBNAM is a furnisher of information within the
meaning of the FCRA, 15 U.S.C. §1681s-2.

20. SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA
SMITH DEBNAM NARRON WYCH AKA SMITH DEBNAM negligently violated the FCRA.

Defendant's violations include, but are not limited to, the following:

(a) SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA
SMITH DEBNAM NARRON WYCH AKA SMITH DEBNAM negligently violated 15 U.S.C. §1681b(f)
by obtaining my consumer report without a permissible purpose as defined by 15 U.S.C. §1681b on
March 12, 2012.

(b) SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH
DEBNAM NARRON WYCH AKA SMITH DEBNAM negligently violated 15 U.S.C. §1681b(a)(3)(A)
by coding a collection inquiry, also known as a "soft" credit inquiry, as a "hard" credit inquiry.

(c) SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH
DEBNAM NARRON WYCH AKA SMITH DEBNAM negligently violated 15 U.S.C. §1681h(e) by
defamation and invasion of privacy causing injury to me and damage to my credit property leading to a
reduction of my credit score.

1 (d) SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH
2 DEBNAM NARRON WYCH AKA SMITH DEBNAM negligently violated 15 U.S.C. §1681(n) by
3 willful misrepresentation or concealment of true nature of inquiry in order to pull my credit report.

4 (e) SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH
5 DEBNAM NARRON WYCH AKA SMITH DEBNAM negligently violated 15 U.S.C. §1681(q) by
6 obtaining information on me from consumer credit reports under false pretenses.

7 **WHEREFORE**, I demand judgment for damages in the amount of \$25,000 against
8 SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH DEBNAM
9 NARRON WYCH AKA SMITH DEBNAM for actual damages, statutory damages, and punitive
10 damages, attorney's fees and costs, pursuant to 15 U.S.C. § 1681o(a).

11
12 **COUNT IV**

13 **VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681**
14 **WILLFUL NON-COMPLIANCE BY DEFENDANT PERFORMANCE RECOVERY AKA**
15 **PERFORMANT FINANCIAL CORPORATION AKA PERFORMANT FINANCIAL CORP AKA**
16 **PERFORMANT RECOVERY**

17
18 21. Paragraphs 1 through 8 are re-alleged as though fully set forth herein.

19
20 22. I am a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).

21
22 23. PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION
23 AKA PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY is a furnisher of
24 information within the meaning of the FCRA, 15 U.S.C. §1681s-2.

25
26 24. PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION
27 AKA PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY willfully violated the
28 FCRA. Defendant's violations include, but are not limited to, the following:

1
2 (a) PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION AKA
3 PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY willfully violated 15 U.S.C.
4 §1681b(f) by obtaining my consumer credit report without a permissible purpose as defined by 15 U.S.C.
5 §1681b on January 27, 2012.

6 (b) PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION AKA
7 PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY willfully violated 15 U.S.C.
8 §1681b(a)(3)(A) by coding a collection inquiry, also known as a “soft” credit inquiry, as a “hard” credit
inquiry.

9 (c) PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION AKA
10 PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY willfully violated 15 U.S.C.
11 §1681h(e) by defamation and invasion of privacy causing injury to me and damage to my credit property
leading to a reduction of my credit score.

12 (d) PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION AKA
13 PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY willfully violated 15 U.S.C.
14 §1681(n) by willful misrepresentation or concealment of true nature of inquiry in order to pull my credit
15 report.

16 (e) PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION AKA
17 PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY willfully violated 15 U.S.C.
18 §1681(q) by obtaining information on me from consumer credit reports under false pretenses.

19 WHEREFORE, I demand judgment for damages in the amount of \$25,000 against

20
21 PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION AKA
22 PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY for actual damages, statutory
23 damages, and punitive damages, attorney’s fees and costs, pursuant to 15 U.S.C. §1681n.
24
25
26
27
28

COUNT V

VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681

**KNOWING NON-COMPLIANCE BY DEFENDANT PERFORMANCE RECOVERY AKA
PERFORMANT FINANCIAL CORPORATION AKA PERFORMANT FINANCIAL CORP AKA
PERFORMANT RECOVERY**

25. Paragraphs 1 through 8 are re-alleged as though fully set forth herein.

26. I am a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).

27. **PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION
AKA PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY** is a furnisher of
information within the meaning of the FCRA, 15 U.S.C. §1681s-2.

28. **PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION
AKA PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY** knowingly
violated the FCRA. Defendant's violations include, but are not limited to, the following:

(a) **PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION
AKA PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY** knowingly violated
15 U.S.C. §1681b(f) by obtaining my consumer report without a permissible purpose as defined by 15
U.S.C. §1681b on January 27, 2012.

(b) **PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION AKA
PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY** knowingly violated 15 U.S.C.
§1681b(a)(3)(A) by coding a collection inquiry, also known as a "soft" credit inquiry, as a "hard" credit
inquiry.

(c) **PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION AKA
PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY** knowingly violated 15 U.S.C.

1 §1681h(e) by defamation and invasion of privacy causing injury to me and damage to my credit property
2 leading to a reduction of my credit score.

3 (d) PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION AKA
4 PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY knowingly violated 15 U.S.C.
5 §1681(n) by willful misrepresentation or concealment of true nature of inquiry in order to pull my credit
6 report.

7 (e) PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION AKA
8 PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY knowingly violated 15 U.S.C.
9 §1681(q) by obtaining information on me from consumer credit reports under false pretenses.

10 **WHEREFORE**, I demand judgment for damages in the amount of \$25,000 against

11 **PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION**
12 **AKA PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY** for actual
13 damages, statutory damages, and punitive damages, attorney's fees and costs, pursuant to 15 U.S.C. §
14 1681n.

15
16 **COUNT VI**

17 **VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681**
18 **NEGLIGENT NON-COMPLIANCE BY DEFENDANT PERFORMANCE RECOVERY AKA**
19 **PERFORMANT FINANCIAL CORPORATION AKA PERFORMANT FINANCIAL CORP AKA**
20 **PERFORMANT RECOVERY**

21
22 29. Paragraphs 1 through 8 are re-alleged as though fully set forth herein.
23

24 30. I am a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).
25
26
27
28

1 **31. PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION**
2 **AKA PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY** is a furnisher of
3 information within the meaning of the FCRA, 15 U.S.C. §1681s-2.
4

5 **32. PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION**
6 **AKA PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY** negligently
7 violated the FCRA. Defendant's violations include, but are not limited to, the following:
8

9 **(a) PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION**
10 **AKA PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY** negligently
11 violated 15 U.S.C. §1681b(f) by obtaining my consumer report without a permissible purpose as defined
12 by 15 U.S.C. §1681b on January 27, 2012.
13

14 **(b) PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION AKA**
15 **PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY** negligently violated 15
16 U.S.C. §1681b(a)(3)(A) by coding a collection inquiry, also known as a "soft" credit inquiry, as a "hard"
17 credit inquiry.

18 **(c) PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION AKA**
19 **PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY** negligently violated 15
20 U.S.C. §1681h(e) by defamation and invasion of privacy causing injury to me and damage to my credit
21 property leading to a reduction of my credit score.

22 **(d) PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION AKA**
23 **PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY** negligently violated 15
24 U.S.C. §1681(n) by willful misrepresentation or concealment of true nature of inquiry in order to pull my
25 credit report.

26 **(e) PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION AKA**
27 **PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY** negligently violated 15
28 U.S.C. §1681(q) by obtaining information on me from consumer credit reports under false pretenses.

WHEREFORE, I demand judgment for damages in the amount of \$25,000 against

1
2 **PERFORMANCE RECOVERY AKA PERFORMANT FINANCIAL CORPORATION**
3 **AKA PERFORMANT FINANCIAL CORP AKA PERFORMANT RECOVERY** for actual
4 damages, statutory damages, and punitive damages, attorney's fees and costs, pursuant to 15 U.S.C. §
5 1681o(a).

6 **COUNT VII**
7 **VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681**
8 **WILLFUL NON-COMPLIANCE BY DEFENDANT EXPERIAN INFORMATION**
9 **SOLUTIONS INC.**

10
11 33. Paragraphs 1 through 8 are re-alleged as though fully set forth herein.

12
13 34. I am a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).

14
15 35. EXPERIAN INFORMATION SOLUTIONS INC. is a credit reporting agency.

16
17 36. EXPERIAN INFORMATION SOLUTIONS INC. willfully violated the FCRA. Defendant's
18 violations include, but are not limited to, the following:

19
20 (a) EXPERIAN INFORMATION SOLUTIONS INC. willfully violated 15 U.S.C. §1681b(f) by
21 furnishing my consumer credit report without a permissible purpose as defined by 15 U.S.C. §1681b on
22 January 27, 2012.

23 (b) EXPERIAN INFORMATION SOLUTIONS INC. willfully violated 15 U.S.C. §1681b(f) by
24 furnishing my consumer credit report without a permissible purpose as defined by 15 U.S.C. §1681b on
25 March 12, 2012.

26 (c) EXPERIAN INFORMATION SOLUTIONS INC. willfully violated 15 U.S.C. §1681(q) by
27 furnishing information on me via consumer credit reports requested under false pretenses on January 27,
28 2012.

1 (d) EXPERIAN INFORMATION SOLUTIONS INC. willfully violated 15 U.S.C. §1681(q) by
2 furnishing information on me via consumer credit reports requested under false pretenses on March 12,
3 2012.

4 WHEREFORE, I demand judgment for damages in the amount of \$24,000 against

5 EXPERIAN INFORMATION SOLUTIONS INC. for actual damages, statutory damages, and
6 punitive damages, attorney's fees and costs, pursuant to 15 U.S.C. §1681n.
7

8 **COUNT VIII**

9 **VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681**
10 **KNOWING NON-COMPLIANCE BY DEFENDANT EXPERIAN INFORMATION**
11 **SOLUTIONS INC.**
12

13 37. Paragraphs 1 through 8 are re-alleged as though fully set forth herein.
14

15 38. I am a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).
16

17 39. EXPERIAN INFORMATION SOLUTIONS INC. is a credit reporting agency.
18

19 40. EXPERIAN INFORMATION SOLUTIONS INC. knowingly violated the FCRA.
20

21 Defendant's violations include, but are not limited to, the following:

22 (a) EXPERIAN INFORMATION SOLUTIONS INC. knowingly violated 15 U.S.C. §1681b(f)
23 by furnishing my consumer credit report without a permissible purpose as defined by 15 U.S.C. §1681b
24 on January 27, 2012.

25 (b) EXPERIAN INFORMATION SOLUTIONS INC. knowingly violated 15 U.S.C. §1681b(f) by
26 furnishing my consumer credit report without a permissible purpose as defined by 15 U.S.C. §1681b on
27 March 12, 2012.
28

1 (c) EXPERIAN INFORMATION SOLUTIONS INC. knowingly violated 15 U.S.C. §1681(q) by
2 furnishing information on me via consumer credit reports requested under false pretenses on January 27,
3 2012.

4 (d) EXPERIAN INFORMATION SOLUTIONS INC. knowingly violated 15 U.S.C. §1681(q) by
5 furnishing information on me via consumer credit reports requested under false pretenses on March 12,
6 2012.

7 WHEREFORE, I demand judgment for damages in the amount of \$24,000 against
8

9 EXPERIAN INFORMATION SOLUTIONS INC. for actual damages, statutory damages, and
10 punitive damages, attorney's fees and costs, pursuant to 15 U.S.C. §1681n.
11

12 **COUNT IX**
13

14 **VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681**
15 **NEGLIGENT NON-COMPLIANCE BY DEFENDANT EXPERIAN INFORMATION**
16 **SOLUTIONS INC.**
17

18 41. Paragraphs 1 through 8 are re-alleged as though fully set forth herein.
19

20 42. I am a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).
21

22 43. EXPERIAN INFORMATION SOLUTIONS INC. is a credit reporting agency.
23

24 44. EXPERIAN INFORMATION SOLUTIONS INC. negligently violated the FCRA.
25 Defendant's violations include, but are not limited to, the following:
26
27
28

1 (a) EXPERIAN INFORMATION SOLUTIONS INC. negligently violated 15 U.S.C. §1681b(f)
2 by furnishing my consumer credit report without a permissible purpose as defined by 15 U.S.C. §1681b
3 on January 27, 2012.

4 (b) EXPERIAN INFORMATION SOLUTIONS INC. negligently violated 15 U.S.C. §1681b(f)
5 by furnishing my consumer credit report without a permissible purpose as defined by 15 U.S.C. §1681b
6 on March 12, 2012.

7 (c) EXPERIAN INFORMATION SOLUTIONS INC. negligently violated 15 U.S.C. §1681(q) by
8 furnishing information on me via consumer credit reports requested under false pretenses on January 27,
9 2012.

10 (d) EXPERIAN INFORMATION SOLUTIONS INC. negligently violated 15 U.S.C. §1681(q) by
11 furnishing information on me via consumer credit reports requested under false pretenses on March 12,
12 2012.

13 WHEREFORE, I demand judgment for damages in the amount of \$24,000 against
14

15 EXPERIAN INFORMATION SOLUTIONS INC. for actual damages, statutory damages, and
16 punitive damages, attorney's fees and costs, pursuant to 15 U.S.C. §1681o(a).
17

18 **COUNT X**

19 **VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT (FDCPA), 15 U.S.C. §1692 BY**

20 **DEFENDANT SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH**

21 **DEBNAM NARRON WYCH AKA SMITH DEBNAM**
22

23 45. Paragraphs 1 through 8 are re-alleged as though fully set forth herein.
24

25 46. I am a consumer within the meaning of the FDCPA, 15 U.S.C. §1692a(3).
26
27
28

1 **47. SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH**
2 **DEBNAM NARRON WYCH AKA SMITH DEBNAM** is a debt collector within the meaning of the
3 FDCPA, 15 U.S.C. §1692a(6).

4 **48. SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH**
5 **DEBNAM NARRON WYCH AKA SMITH DEBNAM** violated the FDCPA. Defendant's violations
6 include, but are not limited to, the following:

7 (a) **SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH**
8 **DEBNAM NARRON WYCH AKA SMITH DEBNAM** violated 15 U.S.C. §1692e(10) by the use of any
9 false representation or deceptive means to collect or attempt to collect any debt or to obtain information
10 concerning a consumer.

11 (b) **SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH**
12 **DEBNAM NARRON WYCH AKA SMITH DEBNAM** violated 15 U.S.C. §1692f(1) by attempting the
13 collection of any amount (including any interest, fee, charge, or expense incidental to the principle
14 obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by
15 law.

16 **WHEREFORE**, I demand judgment for damages in the amount of \$22,000 against

17 **SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA SMITH**
18 **DEBNAM NARRON WYCH AKA SMITH DEBNAM** for actual damages, statutory damages, and
19 punitive damages, attorney's fees and costs, pursuant to 15 U.S.C. § 1692k

20
21 **WHEREFORE**, I, **Shameka Lavonda Sanders**, *pro se* Plaintiff, respectfully requests judgment be
22 entered against Defendants: **SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP AKA**
23 **SMITH DEBNAM NARRON WYCH AKA SMITH DEBNAM**, **PERFORMANCE RECOVERY AKA**
24 **PERFORMANT FINANCIAL CORPORATION AKA PERFORMANT FINANCIAL CORP AKA**
25 **PERFORMANT RECOVERY**, and **EXPERIAN INFORMATION SOLUTIONS INC.**, for the total
26 amount of \$244,000 plus court cost, and any other relief that this Honorable Court deems appropriate.
27
28

DEMAND FOR JURY TRIAL

I hereby demand a trial by jury of all issues so triable as a matter of law.

Respectfully submitted this 5th day of August, 2013 AD.

Shameka Sanders Att. for

SHAMEKA LAVONDA SANDERS, *pro se*, Plaintiff

C/o 755 30th Street

Newport News, Virginia [23607]

757-932-0199